

QUITCLAIM

1 This Indenture made this 26th day of April 1950, by and  
2 between UNIVERSITY GARDENS, INCORPORATED, a corporation,

3 \_\_\_\_\_  
4 party of the first part (which designation when used herein includes  
5 both the singular and plural) and the City of Riverside, a Munic-  
6 ipal Corporation, in the County of Riverside, State of California,  
party of the second part.

7 WITNESSETH: That in consideration of the premises and other  
8 valuable considerations, receipt of which by the said party of the  
9 first part is hereby acknowledged, said party of the first part  
10 does by these presents remise, release, and forever quitclaim unto  
11 said party of the second part, and its successors and assigns for-  
ever, all water and water rights located, arising or for use upon,  
constituting a part of or appurtenant to those certain premises,  
including all public streets, alleys and throughfares abutting  
thereon, situate in the City of Riverside, County of Riverside,  
State of California, described as follows:

12  
13 Lots 1 to 91, inclusive of LEBIER'S TRACT, as shown by  
14 map on file in Book 23, pages 79, 80 and 81 of maps,  
15 records of Riverside County, California.

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19 It is understood and agreed that said party of the first part  
20 and the successors in interest of the said party of the first part  
21 and to said premises shall be and are hereby released from any  
22 obligation to hereafter pay any rents, charges or contributions for  
or in connection with the said water and water rights herein con-  
veyed to the said party of the second part.

23 The said party of the first part hereby authorizes and directs  
24 any distributor or trustee of said water and water rights to per-  
25 form all necessary acts and to execute and issue all required doc-  
26 uments in order to properly evidence the severance of said water  
27 and water rights from said premises and the conveyance of same to  
28 said party of the second part and said distributor or trustee is  
29 hereby forever released from any further obligation to deliver said  
30 water to said premises.

31 It is further understood and agreed between the parties hereto  
32 that this instrument shall not affect in any way the right of the  
owner of said premises to receive and the obligation of the owner  
of said premises to pay for, water delivered to said premises  
through the distributing system owned and operated by the said  
party of the second part, through its Board of Public Utilities,  
subject to and in accordance with the charter and ordinances of the  
said party of the second part and the rules, rates and regulations  
of said Board of Public Utilities, now in force or which may here-  
after be passed, adopted or promulgated.

33 In WITNESS WHEREOF, said party of the first part has hereunto  
set his hand the day and year first above written.

/s/ W. A. Loeper, Sec'y

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2 between UNIVERSITY GARDENS, INCORPORATED, a corporation,

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4 party of the first part (which designation when used herein includes  
5 both the singular and plural) and the City of Riverside, a Munic-  
6 ipal Corporation, in the County of Riverside, State of California,  
party of the second part.

7 WITNESSETH: That in consideration of the premises and other  
8 valuable considerations, receipt of which by the said party of the  
9 first part is hereby acknowledged, said party of the first part  
10 does by these presents remise, release, and forever quitclaim unto  
11 said party of the second part, and its successors and assigns for-  
ever, all water and water rights located, arising or for use upon,  
constituting a part of or appurtenant to those certain premises,  
including all public streets, alleys and thoroughfares abutting  
thereon, situate in the City of Riverside, County of Riverside,  
State of California, described as follows:

12 Lots 1 to 91, inclusive of LEEPER'S TRACT, as shown by  
13 Map on file in Book 23, pages 79, 80 and 81 of Maps,  
14 records of Riverside County, California.

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19 It is understood and agreed that said party of the first part  
20 and the successors in interest of the said party of the first part  
and to said premises shall be and are hereby released from any  
21 obligation to hereafter pay any rents, charges or contributions for  
or in connection with the said water and water rights herein con-  
veyed to the said party of the second part.

22 The said party of the first part hereby authorizes and directs  
23 any distributor or trustee of said water and water rights to per-  
form all necessary acts and to execute and issue all required doc-  
24 uments in order to properly evidence the severance of said water  
and water rights from said premises and the conveyance of same to  
25 said party of the second part and said distributor or trustee is  
hereby forever released from any further obligation to deliver said  
water to said premises.

26 It is further understood and agreed between the parties hereto  
27 that this instrument shall not affect in any way the right of the  
owner of said premises to receive and the obligation of the owner  
28 of said premises to pay for, water delivered to said premises  
through the distributing system owned and operated by the said  
29 party of the second part, through its Board of Public Utilities,  
subject to and in accordance with the charter and ordinances of the  
30 said party of the second part and the rules, rates and regulations  
of said Board of Public Utilities, now in force or which may here-  
31 after be passed, adopted or promulgated.

32 IN WITNESS WHEREOF, said party of the first part has hereunto  
set his hand the day and year first above written.

/s/ W. A. Leeper, Sec'y